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9 Attorneys for Secured Creditor, Wilmington Trust, National Association, not in its individual
10 capacity, but solely as trustee for MFRA Trust 2015-1, its assignees and/or successors, by and
11 through its servicing agent Planet Home Lending, LLC

12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 In re:) Case No. 15-31519 DM
16)
17 Jinnie Jinhuei Chang Chao,) Chapter 11
18)
19 Debtor.) RS No. KMR-11241
20)
21) **STIPULATION TO RESOLVE MOTION**
22) **FOR RELIEF FROM STAY [Dkt. 249]**
23)
24) Re: 30 Pilarcitos Court, Hillsborough, CA
25)
26) Date: 9/12/2019
27) Time: 11:00 AM
28) Ctrm: 17
29) Place: 450 Golden Gate Ave
San Francisco, CA

Wilmington Trust, National Association, not in its individual capacity, but solely as trustee for MFRA Trust 2015-1, its assignees and/or successors, by and through its servicing agent Planet Home Lending, LLC ("Secured Creditor"), and Debtor, Jinnie Jinhuei Chang Chao ("Debtor"), by and through their attorney's of record STIPULATE as follows:

1. This Order affects the real property commonly known as: 30 Pilarcitos Court, Hillsborough, CA 94010.
2. The stipulation filed on 6/29/2017 [Dkt. 129] and attached hereto as **Exhibit "1"** ("Plan Treatment Stipulation") is not modified by this stipulation except for: (a) a onetime payment described in paragraph 5 below to cure the current default under the Plan Treatment Stipulation described in Secured Creditor's Motion for Relief [Dkt. 249], and (b) modify the default provisions contained Plan Treatment Stipulation as described in paragraphs 7, 8, and 9 below.
3. Commencing 9/1/2019, Debtor shall continue make regular monthly post-petition payments under the Note and Deed of Trust to Secured Creditor, and continuing on the first day of each month thereafter pursuant to the terms of the Plan Treatment Stipulation.
4. Payments shall be made directly to Planet Home Lending, LLC, at 321 Research Parkway, Suite 303, Meriden, CT 06450, with reference to Loan Number ending with 2503, or as otherwise directed.
5. On or before 9/15/2019, Debtor shall make an additional payment to Secured Creditor in the amount of \$17,312.90, until current on contractual payments, fees, and costs. The contractual delinquency owed to Secured Creditor is \$17,312.90, itemized as follows:

2 Monthly Payments	at	\$11,954.49	\$23,908.98
(7/1/19 through 8/1/19)			
Debtor Suspense Funds:			(\$7,627.08)
BK Attorney Fees and Costs:			\$1,031.00
Total Post-Petition Delinquency:			\$17,312.90

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- 1 6. The Debtor shall timely perform all of their obligations under Secured Creditor's loan
2 documents as they come due, including but not limited to the payment of real estate taxes,
3 maintaining insurance coverage, Chapter 13 Plan payments, and any and all senior liens.
- 4 7. In the event Debtor fails to timely perform any of the obligations set forth in this Order or the
5 Order approving the parties' Plan Treatment Stipulation *prior to confirmation of a Chapter*
6 *11 plan in this instant case*, Secured Creditor shall notify Debtor and Debtor's counsel of the
7 default in writing. Debtor shall have thirty (30) calendar days from the date of the written
8 notification to cure the default and to pay an additional \$50.00 for attorneys' fees for each
9 occurrence. An additional \$150.00 will also be due if court certification of the default
10 required.
- 11 8. If Debtor fails to cure the default, Secured Creditor may lodge a Declaration of Default and
12 Order Terminating the Automatic Stay. Upon entry of the Order, the automatic stay shall be
13 terminated and extinguished for purposes of allowing Secured Creditor to notice, proceed
14 with and hold a trustee's sale of the subject property, pursuant to applicable state law,
15 without further Court Order or proceeding being necessary. Upon entry of Order, Secured
16 Creditor may also commence any action necessary to obtain complete possession of the
17 subject Property, including unlawful detainer, if required.

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9. In the event of a default on any of the obligations set forth in this Order or the Order approving the parties' Plan Treatment Stipulation *after confirmation of a Chapter 11 plan in this instant case*, Secured Creditor shall may proceed pursuant to the terms of the underlying Note and Deed of Trust, and state and federal law, to obtain complete possession of the Subject Property, including unlawful detainer, without further Court Order or proceeding being necessary. Any and all default provisions included in Debtor's Chapter 11 Plan are not applicable to Secured Creditor with regard to the Subject Property, and Secured Creditor is only bound by the terms included in this stipulation.

10. The fourteen day stay described in Bankruptcy Rule 4001(a)(3) is waived upon relief.

IT IS SO STIPULATED:

Onyinye Anyama
Onyinye N. Anyama
Attorney for Debtor, Jinnie Jinhuei Chang Chao

Date

/s/ Kelly M. Raftery
Kelly M. Raftery, Esq.
Attorney for Secured Creditor, Wilmington Trust,
National Association, not in its individual capacity,
but solely as trustee for MFRA Trust 2015-1,
its assignees and/or successors, by and through its
servicing agent Planet Home Lending, LLC

9/23/2019
Date